



PUBLIC LAND AUCTION



www.dot.ca.gov/property



INFORMATION

Auction Date:
April 17, 2018

Registration: 8:30 am
Auction Time: 9:30 am

Location: **CALTRANS**
Gallegos Room
4050 Taylor Street
San Diego, CA 92110

- CASH 30 DAY PERIOD
- NO FINANCING
- NO COMMISSIONS
- BIDDER'S REGISTRATION \$7,500.00

DD 22827-01-01



Vacant Lot in La Mesa, CA

*We reserve the right to omit the sale of any auction item
prior to the auction date*



Facing South



Facing North

DATA SHEET
DD 22827-01-01

The information contained in these sources is deemed reliable, but accuracy and completeness are not guaranteed. This material is provided merely as a courtesy to the prospective bidders. All prospective bidders are encouraged to make visual inspections prior to the auction. The property is sold in an “AS IS” condition.

PROPERTY: The parcel is a vacant lot.

LOCATION: The property is located in the southwest quadrant of the Lemon Avenue/Bancroft Drive intersection, situated east of and adjacent to the SR-125N connector to Lemon Avenue, south of Lemon Avenue, and west of Bancroft Drive in the City of La Mesa.

SIZE: 12,762 Square Feet

ZONING: Not currently zoned due to State ownership, the City of La Mesa indicates that Residential (R1S-P) zoning would be the appropriate zoning.

SHAPE: Irregular shaped lot.

TOPOGRAPHY: Level with slight sloping toward the west.

UTILITIES: Available in the area.

TENANCY: None.

REAL ESTATE TAXES: Property is not assessed for taxes while vested in the State. It will, however, be assessed after transfer into private ownership.

ENCUMBRANCES: None known.

The sale of this property is subject to all matters of public record and any easement, claim of easements or reservations not of record. Prospective bidders should consult local title companies if more complete information regarding the title of the property is required. Caltrans does not provide a preliminary title report.

IMPROVEMENTS: None.

FLOOD ZONE: Parcel is located in Zone X (outside of the 0.2% annual chance flood plain) of the FEMA flood Insurance Rate Map Number 06073C1644H.

REMARKS: This sale is subject to the approval of the California Transportation Commission [CTC]. The awarding bid will be submitted for approval at the CTC's tentatively scheduled meeting on August 17, 2018.

MINIMUM BID: **\$112,000.00**

REGISTRATION FEE: **\$7,500.00**

TERMS: CASH-30-Day

AUCTION DATE: Tuesday, April 17, 2018 @ 9:30 AM

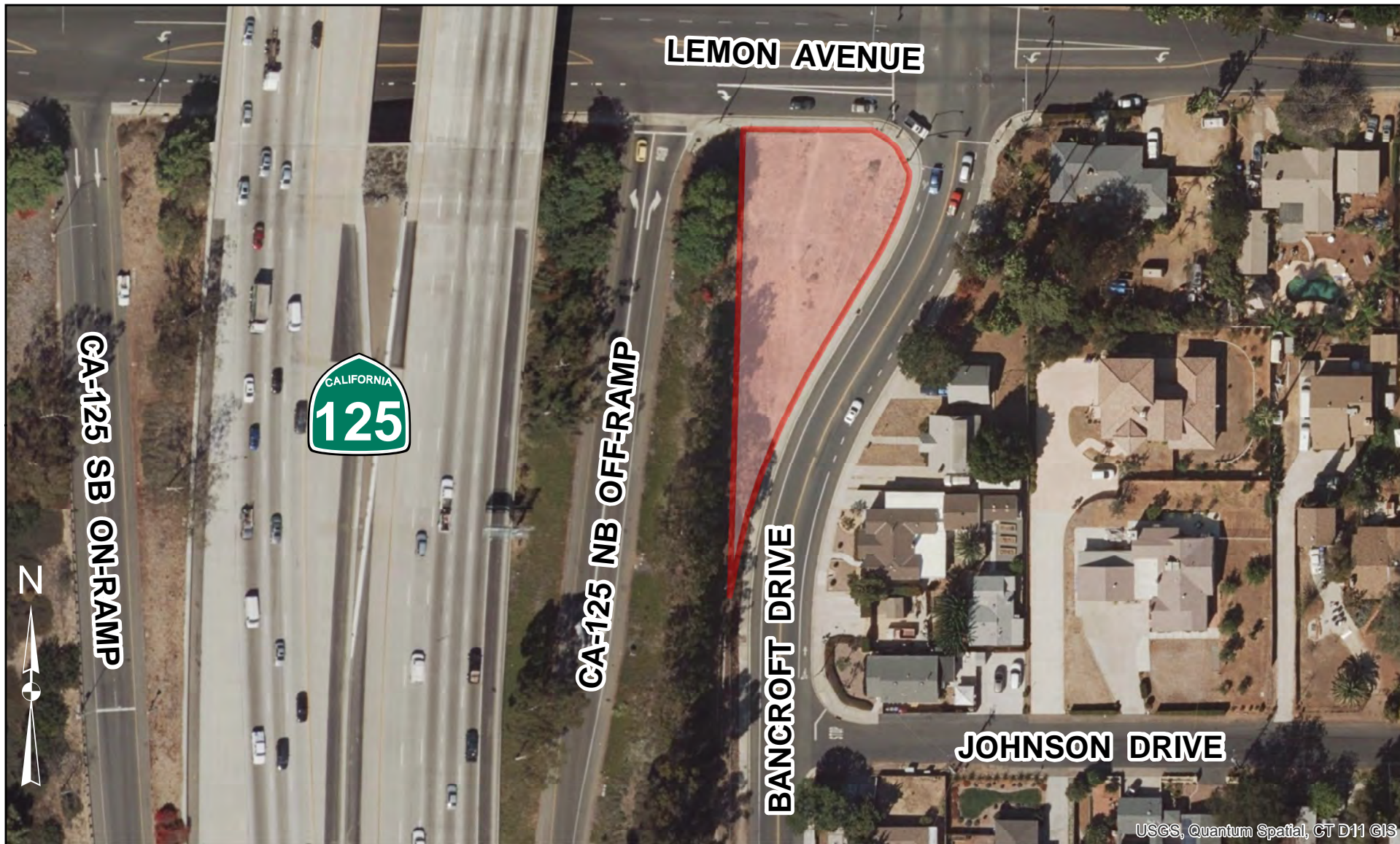
Registration: 8:30 AM

Auction Time: 9:30 AM

AUCTION LOCATION: **CALTRANS DISTRICT OFFICE,
4050 TAYLOR ST, SAN DIEGO, CA 92110
GALLEGOS ROOM**

PURCHASE DEPOSIT: 10% of Bid less \$7,500.00 due Tuesday, April 24, 2018 by 3:00 PM

BALANCE OF PURCHASE PRICE: Due on or before Thursday, May 17, 2018 by 1:00 PM



The boundary and imagery depicted are approximations and are for general informational use only. This exhibit should not be used to make boundary determinations.



DD 22827-01-01: CA-125 at LEMON and BANCROFT



DOCUMENTARY TRANSFER TAX \$ _____
COMPUTED ON FULL VALUE OF PROPERTY
CONVEYED, OR COMPUTED ON FULL VALUE
LESS LIENS AND ENCUMBRANCES REMAINING
THEREON AT TIME OF SALE.

Signature of declarant or agent determining tax – firm name _____

Unincorporated Area _____ City of _____

Recording Requested By and Mail To:

State of California
Department of Transportation
4050 Taylor Street M.S. 310
San Diego, CA 92110

Space above this line for Recorder's Use

DIRECTOR'S DEED GRANT

District	County	Route	Postmile	Number
11	SD	125	14.5	DD22827-01-01 (22828-01-01) (22832-01-01) (22833-01-01) (30658-01-01)

R/W MAP 32506.1 APN _N/A_ E.A. ____OR0002__

The State of California, acting by and through its Director of Transportation, hereinafter called STATE, hereby grants to

[Enter Vesting Ownership] ,

hereinafter called GRANTEE, that real property in the City of La Mesa, County of San Diego, State of California, described as follows:

See **Exhibit "A"**, attached.

MAIL TAX
STATEMENTS TO:

Number
DD22827-01-01 (22828-01-01) (22832-01-01) (22833-01-01) (30658-01-01)

Exhibit "A"

Parcel DD22827-01-01 (22828-01-01 22832-01-01 22833-01-01 30658-01-01)

A portion of Lots 6 and 7, of Princess Addition, according to Map thereof No. 2427, recorded September 18, 1947, in the Office of the County Recorder of San Diego County, and a portion of Lot "A" in Block 4 of Avocado Villas, according to Map thereof No. 2111, recorded May 29, 1928, in the Office of said County Recorder, and a portion of the South half of the Southeast Quarter of the Northeast Quarter of Section 20, Township 16 South, Range 1 West, San Bernardino Meridian, according to the official plat thereof, all in the City of La Mesa, County of San Diego, State of California, **TOGETHER WITH** a portion of Bancroft Drive closed by Freeway Agreement between the City of La Mesa and the State of California dated December 14th, 1982, all more particularly described as follows:

BEGINNING at a 1" iron pipe with disc stamped "CAL DOT" as shown on Record of Survey No. 14920, recorded July 13th, 1995, in the Office of said County Recorder, said pipe marking the Southeast intersection of State Route 125 and Lemon Avenue (98.00 feet wide) as shown on sheet 7 of said Record of Survey and bearing N.01°39'56"E. 290.23 feet from a 1" iron pipe with disc stamped "CAL DOT", said pipe marking the intersection of the easterly right-of-way of State Route 125 with the westerly right-of-way line of Bancroft Drive as relinquished to the City of La Mesa on August 3, 1988 in Document No. 88-381181, filed in the Office of said County Recorder;

Thence (1) along the south right-of-way line of Lemon Avenue as shown on said Record of Survey S.88°51'50"E., 76.95 feet; to the beginning of a 20.00 foot radius curve concave to the southwest, said beginning also being a point on the westerly right-of-way of said Bancroft Drive as relinquished to the City of La Mesa;

Thence (2) along said westerly right-of-way line the following courses: southeasterly and southerly along said curve through a central angle of 101°32'13", a distance of 35.44 feet to the beginning of a compound 170.00 foot radius curve concave northwesterly;

Thence (3) southwesterly along said curve through a central angle of 18°19'37", a distance of 54.38 feet;

Thence (4) S.31°00'00"W., 73.29 feet to the beginning of a 330.00 foot radius curve concave southeasterly;

Number
DD22827-01-01 (22828-01-01) (22832-01-01) (22833-01-01) (30658-01-01)

Thence (5) southwesterly and southerly along said curve through a central angle of $27^{\circ}43'27''$, a distance of 159.68 feet to the said 1" iron pipe with disc stamped "CAL DOT" marking the intersection with the easterly right-of-way line of State Route 125;

Thence (6) along said easterly right-of-way $N.01^{\circ}39'56''E$. 290.22 to the **Point of Beginning**.

There shall be no abutter's rights, including rights of access, over and across courses (1) (2) and (6) described above, in and to the adjacent State highway, Lemon Avenue or Bancroft Drive.

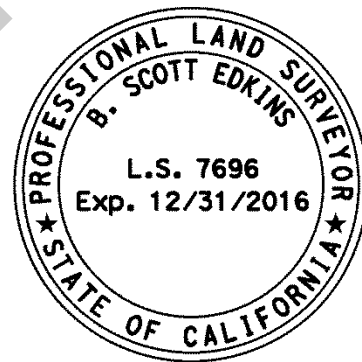
The bearings and distances used in the above description are on the California Coordinate System of 1927, Zone 6. Multiply the above distances by 1.000028 to obtain ground level distances.

The attached property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature: _____

Date: _____

AU: BSE
CK: JY



Number
DD22827-01-01 (22828-01-01) (22832-01-01) (22833-01-01) (30658-01-01)

Subject to special assessments if any, restrictions, reservations, and easements of record.

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

Dated _____
APPROVED AS TO FORM AND
PROCEDURE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ATTORNEY
DEPARTMENT OF TRANSPORTATION

*Certificate of Execution Required
for all Director's Deeds*

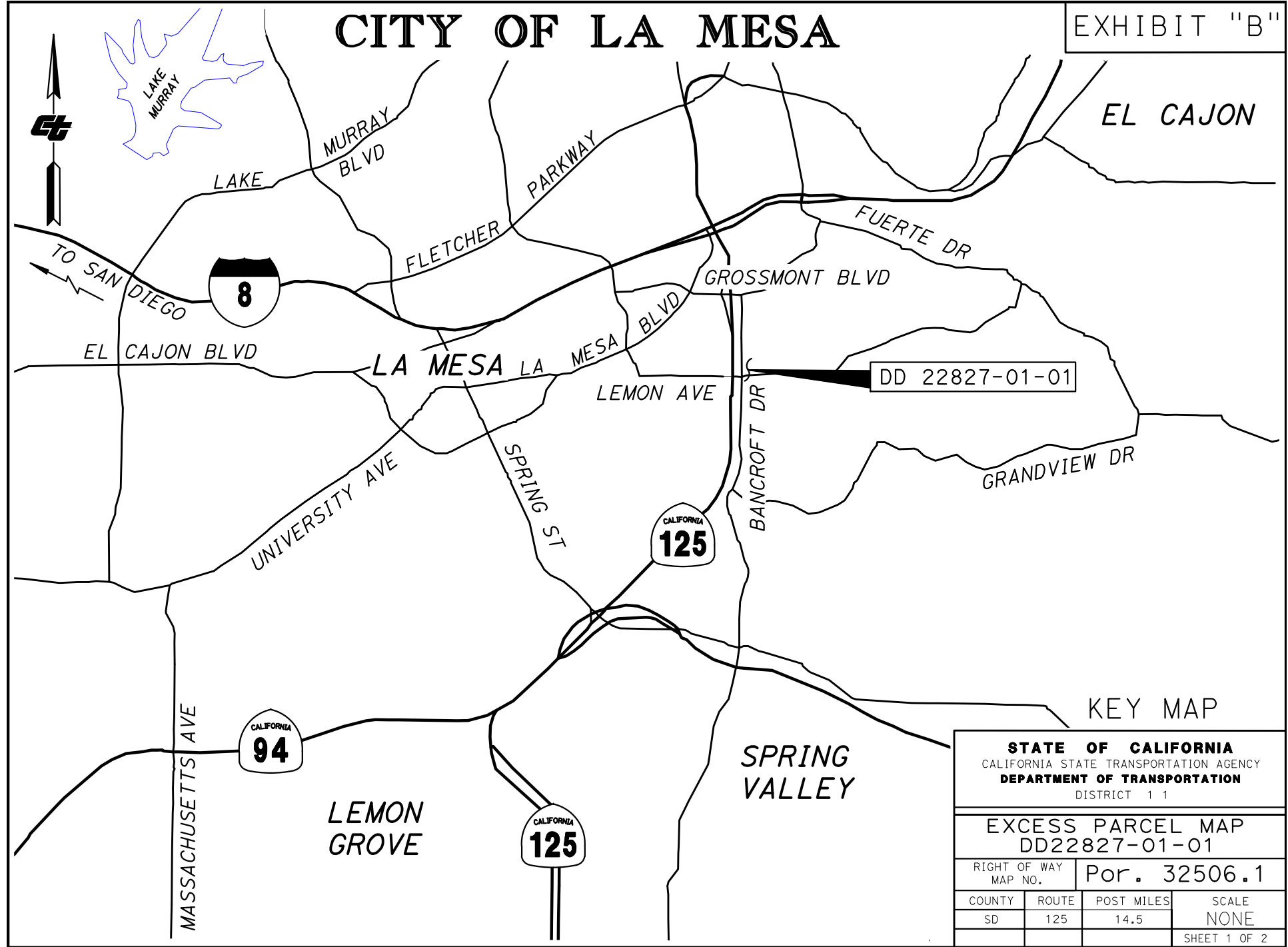
MALCOLM DOUGHERTY
Director of Transportation

By _____
AMY LAMOTT VARGAS
Deputy District Director
Right of Way Division

*This Space Reserved for
California Transportation Commission
Certification*

CITY OF LA MESA

EXHIBIT "B"



KEY MAP

STATE OF CALIFORNIA CALIFORNIA STATE TRANSPORTATION AGENCY DEPARTMENT OF TRANSPORTATION DISTRICT 1 1			
EXCESS PARCEL MAP DD22827-01-01			
RIGHT OF WAY MAP NO.		Por. 32506.1	
COUNTY	ROUTE	POST MILES	SCALE
SD	125	14.5	NONE
SHEET 1 OF 2			

CITY OF LA MESA

EXHIBIT "B"

● INDICATES 1" IRON PIPE
W\DISC STAMPED "CAL DOT"
PER ROS 14920

LEMON AVENUE

COUNTY OF SAN DIEGO
CITY OF LA MESA

REL 24348-7

TO: CITY OF LA MESA
REC: 08/03/1988
DOC. NO.: 88-381181

AREA = 3,013 S.F.

22833-02-01

AREA = 9,125 S.F.

30658-01-01

MAP 2111

BLOCK 4

CALIFORNIA
125

AREA =
12,762 S.F.

DD22827-01-01

STA 64+00.41 E.C.

AREA = 334 S.F.

22832-02-01

AREA = 283 S.F.

22828-01-01

SEE DETAIL "A"

AREA = 7 S.F.

22827-01-01

BANCROFT DRIVE

S 1/2

S.E. 1/4

N.E. 1/4

SECTION 20

22828-01-01

POR. LOT 7

22827-01-01

POR. LOT 6

DETAIL "A"

N.T.S.

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
DISTRICT 1 1

EXCESS PARCEL MAP
DD22827-01-01

RIGHT OF WAY
MAP NO. Por. 32506.1

COUNTY	ROUTE	POST MILES	SCALE
SD	125	14.5	NONE

SHEET 2 OF 2

LEGEND



INDICATES ACCESS RIGHTS
RESERVED

TERMS OF PURCHASE AND SALE AGREEMENT

DD DD 22827-01-01

MINIMUM BID: \$112,000.00. The State of California, Department of Transportation (Caltrans) has agreed to consider all bids equal to or greater than the minimum bid. **NO BID BELOW THE MINIMUM WILL BE RECOGNIZED.**

BID REGISTRATION: Registration is required in order to bid at the auction. Registration is on the day of the auction and prospective bidders will be required to complete the Certificate of Pre-Bid Agreement Form at that time. Upon arriving at the auction, you will be required to have in your possession a Bidder Deposit of \$7,500.00 made payable to "California Department of Transportation". This Bidder Deposit fee must be in the form of a cashier's check or a certified check. The successful bidder will apply the \$7,500.00 Bidder Deposit towards the Purchase Deposit. NOTE: Prospective bidders who intend to purchase more than one property must have a Bidder Deposit for each parcel. Upon confirmation of the above, you will be given a bidder card with which to bid at the auction.

PURCHASE DEPOSIT: The total Purchase Deposit amount represents 10% of the Purchase Price. The successful bidder will be required to pay Caltrans the difference between the initial Bidder Deposit fee of \$7,500.00 and an amount representing 10% of Purchase Price within 5 working days of the sale. Payment of said difference must be received by **Tuesday, April 24, 2018 at 3:00 PM or the Bidder Deposit fee of \$7,500.00 is forfeited and the sale may be awarded to the second highest bidder.**

LIQUIDATED DAMAGES: The parties agree that 10% of the Purchase Price or \$7,500.00, whichever is greater, is a reasonable sum for liquidated damages should this transaction fail to close due to a material breach of this agreement by the successful bidder, in that, when considering all the circumstances existing on the date of this agreement, it would be impracticable or extremely difficult to fix the actual damages.

TRANSACTION PERIOD: CASH 30-DAY PERIOD----The balance of Purchase Price shall be paid to Caltrans on or before the expiration of the 30-Day Period, **Thursday, May 17, 2018 by 1:00 PM.**

Payments shall be delivered to Caltrans, Right of Way Division at 4050 Taylor Street, San Diego, CA 92110. All payments, including the Bidder Deposit, Purchase Deposit and any payments on the remaining Balance of Purchase Price must be in the form of a cashier's check or certified check made payable to "California Department of Transportation". **** Caltrans does not accept personal checks ****

PURCHASE AND SALE AGREEMENT: Immediately after the auction, the successful bidder shall sign a Purchase and Sale Agreement, for cash. The successful bidder shall be bound to the terms specified in both the Purchase and Sale Agreement ("Agreement") and the sales brochure. The Agreement is not assignable or transferable.

CALIFORNIA TRANSPORTATION COMMISSION (CTC): The sale is subject to the approval of the CTC, tentatively scheduled for August 17, 2018. In the event the CTC fails to approve the sale, all monies paid will be refunded without interest. Caltrans makes no representation or warranty concerning the CTC's approval of this sale.

Caltrans reserves the right to reject any and all bids and cancel the sale in part or in its entirety at any time prior to recordation of the Director's Deed. In the event of cancellation of the sale and/or rejection of any bids, payments shall be refunded without interest.

Title will transfer after full payment is received, the CTC has approved the sale and the Director's Deed is recorded.

DISQUALIFIED BIDS: Caltrans reserves the right to reject any and all offers, and to waive any informality or irregularity in any offer or to accept any offer deemed in the best interest of Caltrans at any time prior to the recordation of the Director's Deed. Any agreement between two or more prospective bidders to set their bid prices, or not to submit bids against each other, for the purpose of purchasing any parcel at a more advantageous price or terms, is prohibited. Where such an agreement comes to the knowledge of Caltrans, any bids made pursuant to such agreement will be disqualified. The above prohibitions do not preclude single bids submitted by one or more persons or entities or both partners or joint ventures or other similar legally permissible combination.

FEES: The successful bidder is responsible for **ALL FEES** associated with this sales transaction including but not limited to broker's commission, surveys, title, insurance premiums, escrow, documentary transfer tax, recording fees, points, repairs and costs, documentary stamp taxes, and any other real estate transaction taxes or fees by whatever name known, including any personal property sales tax, where applicable. Caltrans does not pay a broker's commission.

ESCROW: Caltrans will maintain an internal escrow at no charge to the successful bidder. Winning bidder may open an external escrow at bidder's expense but selection of the escrow company is subject to Caltrans' approval, which Caltrans may withhold for any reason within its discretion. Should successful bidder elect to open an escrow, successful bidder and the escrow officer shall notify Caltrans by letter within 10 days from the date of the auction. The notification letters shall be mailed directly to Caltrans, Right of Way Division at 4050 Taylor Street, MS 310, San Diego, CA 92110, Attn: Brandon Burns. Successful bidder agrees to pay any and all fees associated with the escrow, and any and all recording fees, documentary transfer taxes or any other real estate transaction fees involved in the transaction.

FINANCING: Credit terms are not available.

****Financing is the responsibility of the successful bidder, together with all costs, including appraisal and loan fees, credit reports, points, title insurance, premiums, surveys, documentary transfer taxes, escrow and recording fees and any other charges.****

SECOND HIGHEST BID: In the event the successful bidder fails to execute the Agreement within 30 days or defaults in the completion of the sale, Caltrans, at its discretion, may offer the parcel to the second highest bidder. If the second highest bidder accepts, the deposit requirements and terms of the Purchase and Sale Agreement shall be the same as stated in this sales brochure, except that the 30-Day Period shall commence on the day the Purchase and Sale Agreement is awarded by Caltrans to the Second High Bidder.

EXTENSION: There may be situation wherein the winning bidder is unable to complete the terms of the Agreement within the time allowed for reasons beyond his/her control. Under these circumstances, Caltrans, at its discretion, may elect to extend the payment due date. A charge of 1% of the Purchase Price per month will normally be made for such extensions. This charge SHALL NOT be applied towards the Purchase Price.

CLOSING COSTS AND PRORATIONS: Winning bidder shall pay all recording fees and the premium, if any, for the title insurance policy referred to herein. Prorations of real property taxes and assessments, rents, interest, and other expenses of the Property shall be prorated as of the date of recordation of the deed.

TITLE: The Property is believed to be free of any liens, court judgments, loans, Deeds of Trust, and delinquent or unpaid property taxes. The sale of the Property is subject to all matters of public record and any easements, or reservations not of record or that which is reserved by Caltrans. Caltrans does not assume any liability for any possible encumbrances on the Property.

Winning bidder understands and agrees that the right, title, and interest in the Property to be conveyed shall not exceed that vested in the State of California, Department of Transportation, and that Caltrans will furnish no policy of title insurance. If a policy of title insurance is desired, bidder may obtain one at bidder's sole expense. The property is being conveyed subject to all title exceptions, any special assessments, restrictions, reservations or easements whether or not of record and subject to any reservations contained in the Director's Deed. Purchaser may examine any information Caltrans has relative to these matters. Bidder has been given the opportunity to request and inspect all documents, if any, within Caltrans possession regarding the condition of the property.

Should the bidder desire a survey of the property, this may be accomplished with the expressed consent of Caltrans and performed by an independent survey at the bidder's expense. No warranty is made by Caltrans relative to the ground locations of property lines, other than monument highway right of way lines.

LEASEHOLD INTEREST: Any Caltrans leasehold interests in the Property held at the time of purchase is hereby transferred and assigned by Caltrans to the winning bidder as of the recording date of the transfer of the property. Caltrans shall provide the winning bidder copies of any current leases for these interests, and lessee security deposits, or remainder for these leases after settlement of outstanding rent and other reimbursable charges, including damages, owed to Caltrans. Caltrans shall retain rights to collect from lessees all outstanding rent and other reimbursable charges owed Caltrans at the time of purchase, and shall not otherwise obligate the winning bidder to compensate Caltrans for lessee charges not covered by lessee security deposits. Caltrans shall provide the winning bidder an accounting of charges deducted from lessee security deposits pursuant to this purchase.

CHANGES DURING TRANSACTION: During the pendency of this transaction, Caltrans agrees that no changes in the existing leases, if any leases exist, shall be made, nor new leases or rental agreements entered into, nor shall any substantial alterations or repairs be made or undertaken to the Property without the written consent of the successful bidder.

DUE DILIGENCE: There will be no inspection on the property made by Caltrans. All bidders must fully complete their property due diligence prior to the date of the auction. All bidders shall represent, covenant and warrant that they are purchasing the property relying solely on their independent inspection of the property in its existing condition. Caltrans shall not be liable for any allowance, adjustment or revision based upon the failure of the property, appliances or floor plans to conform to any specific standards. It is the responsibility of all prospective bidders to fully investigate zoning and land use restrictions with local authorities concerning the potential uses of the

sale property. Caltrans makes no warranty regarding whether or not the current use of the property is in compliance with the present zoning and/or permitted use.

The concerned local agency should be contacted to determine whether, in the future, the Property may come under the provisions of the Subdivision Map Act, if the bidder wants to adjust lot lines, divide the Property or sell each separately described parcel. It is recommended bidder fully investigate zoning and land-use restrictions with local authorities concerning the potential uses. Caltrans makes no warranty regarding the zoning or rezoning of any property or land-use determinations. Bidder shall be responsible for checking and complying with local codes and ordinances for permitted land uses.

TAXES: The Property is currently exempt from local taxes but will return to tax rolls upon recordation of the Director's Deed to the Purchaser.

INSPECTION INDEMNITY: In connection with any due diligence, prospective bidders, upon request and with written permission by Caltrans, may inspect the property at bidder's own expense. Any inspection, visit and/or investigation of the property by prospective bidders or any person/entity on their behalf (the "Inspectors") shall 1) keep the property free and clear of liens, 2) repair all damage arising from such inspection, and 3) indemnify, defend and hold Caltrans harmless from all liability, claims, demands, damages and/or costs directly or indirectly arising there from. Inspectors shall carry, or require anyone acting on Inspector's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Caltrans from liability for any injuries to persons or property occurring during any inspection prior to close of the transaction.

CONDITION OF PROPERTY: Unless otherwise noted, parcel was not surveyed for lead paint or asbestos. The property is sold in an **"AS IS"** in its present physical condition as of the date of the auction. All prospective bidders acknowledge and agree that they are bidding for, and if the successful bidder, acquiring the property in its present state and condition as of auction day, with all defects, both patent and latent, and with all faults of the property whether known or unknown, presently existing or that may hereafter arise, including, without limitation, all existing conditions, if any, of lead paint, mold or other environmental or health hazards. All prospective bidders acknowledge and agree that Caltrans has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express, implied, oral or written, past, present or future, of, as to, concerning or with respect to the condition of the property. Each prospective bidder should consider these matters when registering as a bidder and placing bids.

Please read the Lead Warning Statement and *Protect Your Family From Lead In Your Home* pamphlet attached to this brochure.

Caltrans makes no representation regarding the potential for development, subdivision, zoning, or re-zoning of the Property. Successful bidder shall be responsible for compliance with any and all local codes and ordinances for permitted land uses of any kind.

REPAIRS: All properties will be sold in an **"AS IS"** condition. Repairs, if any, are the responsibility of the successful bidder. Successful bidder agrees that the property is acquired in an **"AS IS"** condition with all faults and conditions then existing on the property, including any hazardous substances or hazardous substance condition that may be located on, under, or around

the property, whether known or unknown, and the successful bidder assumes all responsibilities for such faults and conditions.

DESTRUCTION OF IMPROVEMENTS: If the improvements of the Property are destroyed, materially damaged, or found to be materially defective as a result of such damage prior to Close of Escrow or approval by the CTC, Purchaser may terminate the transaction by written notice delivered to Caltrans, and all Deposits shall be returned to Purchaser.

DISCLAIMERS:

The Property and the fixtures and personal property contained therein, if any, are not new, and have been subject to normal wear and tear. Bidder understands that Caltrans makes no express or implied warranty with respect to the condition of any of the Property, fixtures or personal property. Caltrans makes no oral or written representation regarding the age of improvements, the size and square footage of the parcel or building, or the location of property lines. Apparent boundary line indicators such as driveways, fences, hedges, walls, or other barriers may not represent the true boundary lines which may only be determined by a surveyor. If any of these issues are important to Bidder's decision to purchase, then Bidder should investigate the Property independently. Bidder acknowledges that it has not relied upon any representations by Caltrans with respect to the condition of the Property, the status of permits, zoning, or code compliance. Bidder is to satisfy itself concerning these issues.

INDEMNIFICATION: Successful Bidder shall defend, indemnify, and hold Caltrans and Caltrans's elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorney's fees, legal expenses and costs, and consultant's fees, and investigation and remediation costs) arising in whole or in part from the existence of hazardous substance, or hazardous substance conditions. This indemnity is intended to address that liability for which Caltrans may be responsible arising solely out of its mere ownership of said real property. This provision shall survive transfer of title of the said real property and any rescission of the said transfer.

"Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal of effect, render it subject to federal, state or local regulation, investigation, remediation or removal as potential injurious to public health or welfare, including the Comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery Acts as now in effect.

"Hazardous Substance Condition" shall mean the existence on or under Property of a hazardous substance that requires remediation and/or removal and/or to be otherwise mitigated pursuant to applicable law.

NO ASSIGNMENT: Successful Bidder shall not assign all or any part of the successful bidder's interest in this Agreement without first having obtained the written consent of Caltrans. Any total or partial assignment shall not relieve Successful Bidder of his/her obligation to this Agreement.

COMMISSIONS: Each party represents and warrants to the other party that no broker or finder or other real estate agent is entitled to any commission, finder's fee or other compensation resulting from any action on its part. Successful bidder and Caltrans each agree to indemnify the other and defend and hold harmless the other party from and against any loss, cost, or expense, including attorney's fees, incurred by such party, and against any claims, causes of action or the like brought by

any broker, finder or similar agent for a commission or fee on account of this Agreement. This section does not prohibit winning bidder from obtaining a broker at their own expense.

ATTORNEY'S FEES: If any legal action, arbitration or other proceeding is brought involving a dispute between the parties or arising out of the execution of this Agreement or sale of the Property, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

LIMITING CONDITIONS

1. CASH TERMS: THIS TRANSACTION WILL BE AN ALL CASH SALE.

2. The sale is subject to the approval of the CTC. In the event the CTC fails to approve the sale, all monies paid by the winning bidder will be refunded without interest. Caltrans makes no representations or warranty concerning the CTC's approval of this sale. All vesting issues for this sale must be resolved at least six weeks prior to the date of the CTC meeting listed in this brochure. Title is transferred after full payment is received, CTC approves the sale and the Director's Deed is recorded.

3. Caltrans reserves the right to reject any and all bids and cancel the sale in part or in its entirety at any time prior to recordation of the Director's Deed. In the event of cancellation of the sale and/or rejection of any bids, the respective deposits of moneys shall be refunded without interest.

4. The property is warranted to be free of any liens, court judgments, loans and delinquent or unpaid property taxes. The sale of this property is subject to all matters of public record and any easements, claims of easements, or reservations not of record. Caltrans does not assume any liability for any possible encumbrances on this property. The right, title, and interest in the property to be sold shall not exceed that vested by Caltrans, and this sale is subject to all title exceptions and reservation whether or not of record. The successful bidder may obtain a policy of title insurance at his or her own expense.

5. The successful bidder is responsible for **ALL FEES** associated with this sales transaction including but not limited to broker's commission, surveys, title, insurance premiums, escrow, documentary transfer tax, recording fees, points, repairs and costs, documentary stamp taxes, and any other real estate transaction taxes or fees by whatever name known, including any personal property sales tax, where applicable. Caltrans does not pay a broker's commission.

6. The property is sold in an "**AS IS**" condition. Repairs, if any, are the responsibility of the successful bidder. Caltrans makes no warranties, oral, written or implied to any of the property's improvements. Condition of all improvements is a risk that the successful bidder must accept. The successful bidder agrees that, the property is acquired in an "AS IS" condition with all faults and conditions then existing on the property, including any hazardous substances or hazardous wastes that may be located on, under, or around the property, whether known or unknown, and the successful bidder assumes all responsibilities for such faults and conditions.

7. The subject is currently zoned CN (Neighborhood Commercial). It is recommended that all prospective bidders fully investigate zoning and land-use restrictions with local authorities concerning the potential uses. Caltrans makes no warranty regarding the zoning or rezoning of any

property or land-use determinations. The successful bidder shall be responsible for checking and complying with local codes and ordinances for permitted land uses.

8. Parcel is located in Zone X of the FEMA flood Insurance Rate Map Number 06073C1644H. **CAUTION:** Caltrans is hereby putting bidder on notice that this property may be subject to potential flood hazards. Caltrans does not assume any liability for any damage which may be caused by such flood hazards. Caltrans recommends bidder fully investigate the potentiality of such hazards with the appropriate Federal, State and local agencies.

9. All Caltrans employees may bid to acquire excess State property except employees who have direct access to information not generally available to the public or who influence the purchase or sale of right of way or other real property.

10. The property is currently exempt from local taxes and will return to tax rolls upon recording of the Deed.

11. Should the successful bidder desire a survey of the property, this may be accomplished with the expressed consent of Caltrans and by an independent survey at the bidder's expense. Caltrans makes no warranty relative to the ground locations of property lines other than monumented highway right of way lines.

12. The sale of this excess property is Categorically Exempt from the requirements of the California Environmental Quality Act of 1970 (CEQA). The environmental determination by Caltrans is for the sale of this property. It does not mean that the successful bidder may not have to obtain subsequent environmental clearance or prepare an environmental document for any further actions, as required by any local agency. The successful bidder should also be aware that if the successful bidder seeks some form of approval/permit for development subsequent to successful bidder's purchase of this excess property, the local agency might require an environmental document and/or environmental analysis before giving its approval or issuing a permit.

13. The successful bidder shall be bound to the terms specified in both the Purchase and Sale Agreement and the sales brochure.

14. The information contained herein has been obtained from sources deemed reliable, but accuracy and completeness are not guaranteed.

In accordance with the Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD), effective September 6, 1996, all sellers must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers for any housing built before 1978. By signing the Certificate of Pre-Bid Agreement, you acknowledge receiving a pamphlet *titled* Protect Your Family From Lead In Your Home.

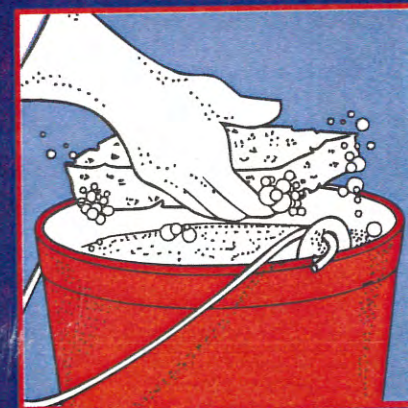
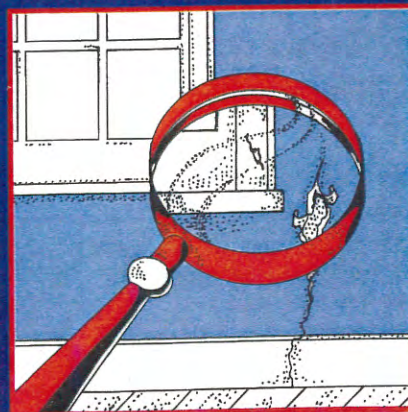
LEAD WARNING STATEMENT

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Protect Your Family From Lead In Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development



Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

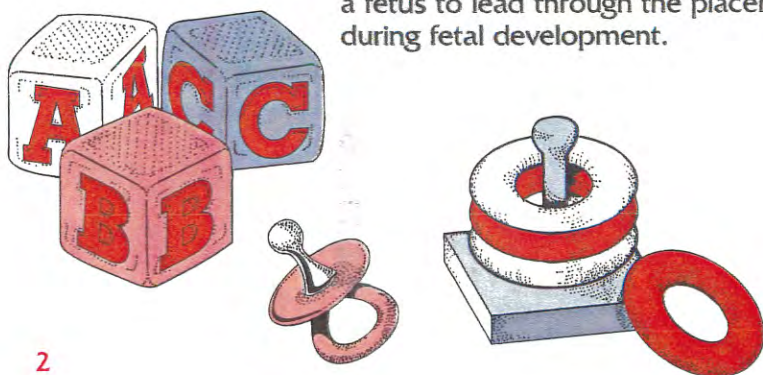
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

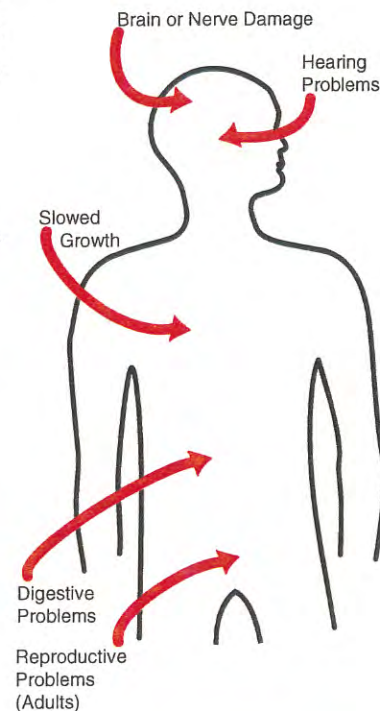
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

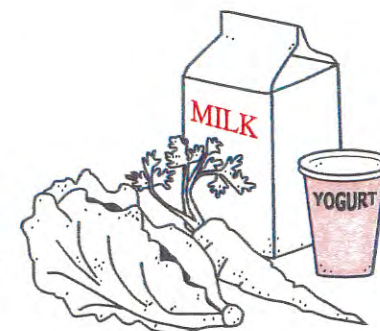
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

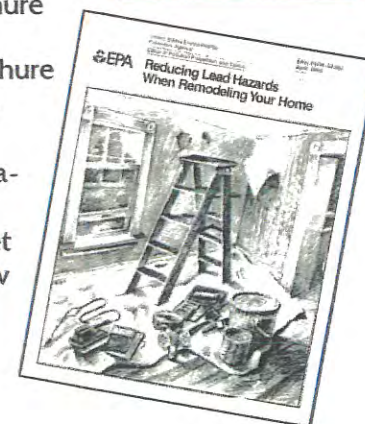
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

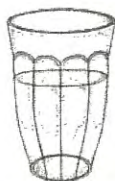
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

◆ **Old painted toys and furniture.**

◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.



EPA's Safe Drinking Water Hotline

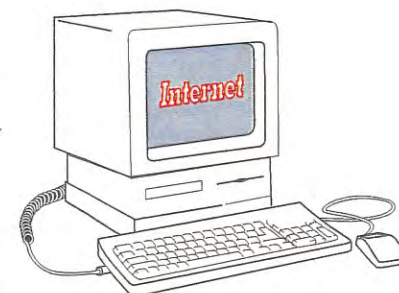
Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.

Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.



For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

CERTIFICATE OF PRE-BID AGREEMENT

I hereby understand and agree that the parcel(s) upon which I may bid will be sold "**AS IS**," and that all sales are final. This means that Caltrans does not guarantee, warrant or imply any potential for development or uses of said parcel(s). I have exercised due diligence regarding feasibility of existing and/or potential use(s) of the parcel(s) and I have investigated, to my own satisfaction, any possible conflicts/problems with zoning and/or development regarding parcels upon which I may bid. I understand and agree that Caltrans shall not be liable for any allowance, adjustment or revision based upon the failure of the property, appliances or floor plans to conform to any specific standards. I represent, covenant and warrant that I am relying solely on my independent inspection of the property in its existing condition.

If I am the successful bidder on one or more of these parcels I shall hold Caltrans harmless regarding any limitations as to development potential of the parcel(s). Furthermore, I shall release the State from any liability regarding any/all conflicts with local zoning, building, or development requirements.

I understand and agree that, after close of bidding, Caltrans has no obligation to provide further information, soil studies, mapping, title reports, appraisals, curative work, zoning applications, utility relocation, construction advice, surveys, price renegotiation, or any other assistance in pursuit of private property development.

I acknowledge and agree that the property will be acquired in its present state and condition as of auction day, with all defects, both patent and latent, and with all faults of the property whether known or unknown, presently existing or that may hereafter arise, including, without limitation, all existing conditions, if any, of lead paint, mold or other environmental or health hazards. I acknowledge and agree that Caltrans has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express, implied, oral or written, past, present or future, of, as to, concerning or with respect to the condition of the property.

I understand and agree that the property will be sold on an "**AS IS**" condition. Repairs, if any, are the responsibility of the successful bidder. Caltrans makes no warranties, oral, written or implied to any of the property improvements. Condition of all improvements is a "**risk**" that the successful bidder must accept.

Unless otherwise noted, parcel was not surveyed for lead paint or asbestos. The successful bidder agrees that the property is acquired in an "**AS IS**" condition with all faults and conditions then existing on the property, including any hazardous substances or hazardous substance condition that may be located on, under, or around the property, whether known or unknown, and the successful bidder assumes all responsibilities for such faults and conditions. I have read the Lead Warning Statement and *Protect Your Family From Lead In Your Home* pamphlet included in the sales brochure.

"Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal of effect, render it subject to federal, state or local regulation, investigation, remediation or removal as potential injurious to public health or welfare, including the Comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery Acts as now in effect.

"Hazardous Substance Condition" shall mean the existence on or under Property of a hazardous substance that requires remediation and/or removal and/or to be otherwise mitigated pursuant to applicable law.

I acknowledge that parcel is located in Zone X of the FEMA flood Insurance Rate Map Number 06073C1644H. I agree that this serves as a notice that the property may be subject to potential flood hazards. I agree that Caltrans will not assume any liability for any damage which may be caused by such flood hazards. I have fully investigated the potentiality of such hazards with the appropriate Federal, State and local agencies.

I understand and agree that Caltrans reserves the right to reject any and all bids and waive any information or irregularity in any bid or to accept any bid deemed in the best interest of Caltrans at any time prior to the recordation of the Director's Deed. Any agreement between two or more prospective bidders to set their bid price, or not to submit bids against each other, for the purpose of purchasing any parcel at a more advantageous price or terms, is prohibited. Where such an agreement comes to the knowledge of Caltrans, any bids made pursuant to such an agreement will be disqualified.

I further agree to the entire Terms and Limiting Conditions specified in the sales brochure and the Purchase and Sale Agreement, which I will sign and date on _____, 20____.

I understand that if I fail to complete the transaction as agreed, I shall forfeit my \$7,500 deposit.

Bid Applicant _____ Date _____
(Signature)

(Print Name)